


cv-01112-JRG action (hereinafter, “the *Amazon* action”), including but not limited to defendants’ outside counsel, absent express written permission from Paramount.”

2. As applied to Paramount’s Protected Material, Paragraph 6(a) shall be replaced with the following: “(a) Basic Principles. Paramount’s Protected Material shall be used solely for this case, and not for any other purpose whatsoever, including without limitation the investigation of, or preparation for, or the use in any other litigation or administrative proceedings; licensing discussions; patent prosecution or acquisition, patent reexamination or reissue proceedings, or any business or competitive purpose or function. Paramount’s Protected Material shall not be distributed, disclosed, or made available to anyone except as expressly provided in this Order.”

3. Non-Party Paramount shall have the right to seek any and all necessary relief from the Court, including but not limited to monetary damages, reasonable attorneys’ fees and costs, injunctive relief, and such other relief that the Court deems necessary and appropriate, to ensure compliance with and to address non-compliance with this Stipulated Protective Order and/or the Amended Protective Order against any party or non-party that receives, discloses, or uses, whether in error or otherwise, any portion of Paramount’s Protected Material in breach of this Stipulated Protective Order.

So ORDERED and SIGNED this 22nd day of January, 2015.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE